Exhibit A

AGENT IN-FORCE ANNUITY TRAIL COMMISSION AGREEMENT

AGREEMENT, effective as of January 1, 2001, by and between Allmerica Financial Life Insurance and Annuity Company, a Delaware Insurance Company ("AFLIAC"), and STEPHEN H WEDEL ("Agent"), a Career Agent or Agent Emeritus of AFLIAC.

RECITALS:

WHEREAS, AFLIAC has proposed a voluntary program (the "Program") for maintaining the persistency of its variable and fixed annuity block of business; and

WHEREAS, the Program involves the payment of trail commissions based on calendar quarter values of certain eligible variable and fixed annuity contracts (described below); and

WHEREAS, in order to participate in the Program eligible Agents must agree to pay AFLIAC the present value of the remaining unamortized deferred acquisition charges ("DAC") allocated to the annuity contracts on which their Program trail commissions are to be based; and

WHEREAS, as an inducement for eligible Agents to participate in the Program, AFLIAC is willing to finance the required DAC payments described above by means of ten-year loans, as is more fully described below; and

WHEREAS, the Agent is desirous of participating in the Program under the terms and conditions described herein;

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS.

1. **Eligible Agents:** In order to be eligible for the Program an Agent must: (i) have a minimum of five (5) years of service as an Agent of AFLIAC, determined as of December 31, 2000, (ii) have qualified for either AFLIAC's Leaders' or President's Educational Conference for production year 1999 or 2000 or for at least two production years between 1994 and 1998 and (iii) have agreed in writing that no commissions, other than trail commissions described in this Agreement, shall be payable by AFLIAC on premiums received by AFLIAC after December 31, 2000 on Eligible Annuity Contracts (described below).

   By entering into this Agreement, AFLIAC has determined that the Agent is eligible to participate in the Program.

2. **Eligible Annuity Contracts**: Program trail commissions shall be based upon calendar quarter accumulated values of eligible annuity contracts. For purposes of this Agreement, "Eligible Annuity Contracts" means individual variable and fixed annuity contracts issued by AFLIAC which:

(a) except as provided in (c) below, were issued prior to January 1, 1996;

(b) were solicited by the Agent, who is listed as the writing agent on the contract application (or, in the case of a contract with a commission split, who is listed on the contract application as one of the writing agents);

(c) in the case of a replacement contract that was issued after December 31, 1995, such contract replaced an annuity contract issued by AFLIAC described in (a) above and the Agent was listed as the writing agent on both the original and replacement contract (or, in the case of an original or replacement contract with a commission split, the Agent was listed as one of the writing agents); and

(d) were not generating a trail commission to the Agent on the effective date of this Agreement.

The Agent understands and agrees that AFLIAC's determination of Eligible Annuity Contracts shall be final and binding on all persons, including the Agent.

3. <u>**The Program**</u>: The trail commission payment plan set forth in this Agreement.

II. <u>PROGRAM OVERVIEW.</u>

In order to participate in the Program, eligible Agents must (i) execute this Agreement and agree to be bound by its terms and conditions and (ii) pay AFLIAC the present value of the unamortized DAC allocated to the Eligible Annuity Contracts (as described in Part III below).

As an inducement to Agents to participate in the Program, AFLIAC is willing to finance all or a portion of the Agent's DAC payment. The Program financing plan is described in Part V below.

Once an eligible Agent becomes a participant in the Program, AFLIAC agrees to pay the Agent quarterly trail commissions, subject to the terms and conditions set forth herein.

III. <u>DAC BUYOUT PAYMENT CALCULATION.</u>

Prior to February 1, 2001, AFLIAC shall calculate the DAC buyout payment. Payment of such amount by the Agent is a precondition of participation in the Program.

The Agent understands and agrees that AFLIAC's calculation of the DAC buyout payment shall be final and binding on all persons, including the Agent. AFLIAC shall calculate the DAC buyout payment as follows:

(a) AFLIAC shall first determine the Eligible Annuity Contracts assigned to the Agent.

(b) Next AFLIAC shall calculate the aggregate premiums paid for all Eligible Annuity Contracts assigned to the Agent.

(i) Except as provided in Paragraphs (b)(ii), (iii), (iv) and (v) below, the aggregate premiums paid for all Eligible Annuity Contracts that are single premium contracts shall be the sum of all the single premiums paid for such contracts and the aggregate premiums paid for all Eligible Annuity Contracts that are flexible premium contracts shall be the sum of all premiums paid for such contracts through December 31, 2000.

(ii) In the case of an Eligible Annuity Contract that is a non-qualified complete or partial replacement of a previously issued AFLIAC life insurance or annuity contract ("the replaced contract"), the aggregate premiums paid for such Eligible Annuity Contract shall be deemed to be the aggregate premiums paid on the replaced contract (or a percentage thereof, determined by AFLIAC, in the case of a partial replacement), plus the aggregate premiums paid on any AFLIAC life insurance or annuity contract that was replaced by the replaced contract (or a percentage thereof, determined by AFLIAC, in the case of a partial replacement), plus all additional premiums paid for such Eligible Annuity Contract through December 31, 2000.

(iii) In the case of an Eligible Annuity Contract that is a qualified complete or partial replacement of a previously issued AFLIAC life insurance or annuity contract, as determined under AFLIAC's rules (e.g., the Eligible Annuity Contract is an IRA or a contract funding a 401(k) plan), the aggregate premiums paid for such Eligible Annuity Contract shall be deemed to be the cash value of the replaced contract (or a percentage thereof, determined by AFLIAC, in the case of a partial replacement), determined as of the date of the replacement, plus all additional premiums paid for such Eligible Annuity Contract through December 31, 2000.

Provided, however, solely for purposes of calculating the DAC buyout payment for all such Eligible Annuity Contracts that are qualified replacement contracts (as described in this Paragraph (b)(iii)), the deemed aggregate premiums paid for all such contracts (as calculated pursuant to this Paragraph (b)(iii), i.e., the sum of the aggregate cash values of all replaced contracts (or a percentage thereof, determined by AFLIAC, in the case of partial replacements), plus the sum of all additional premiums paid for all such Eligible Annuity Contracts through December 31, 2000) shall be adjusted as follows:

(A) First determine the aggregate premiums paid for all Eligible Annuity Contracts that are non-qualified contracts (calculated pursuant to Paragraphs (b)(i), (ii) and (iv)).

(B) Next determine the aggregate accumulated value as of December 31, 2000 of all non-qualified Eligible Annuity Contracts described in (A) above, adjusted as described in Paragraph (b)(iv) below in the case of contracts involving a commission split.

(C) Next determine the ratio of (A)/(B) expressed as a decimal – e.g., if (A) is $10X and (B) is $15X, the ratio expressed as a decimal is 10/15 = .667.

(D) Next determine the deemed aggregate premiums paid for all Eligible Annuity Contracts that are qualified replacement contracts (as calculated pursuant to this Paragraph (b)(iii)), adjusted as described in Paragraph (b) (iv) below in the case of contracts involving a commission split.

(E) Next determine the aggregate accumulated value as of December 31, 2000 of all qualified replacement Eligible Annuity Contracts described in (D) above, adjusted as described in Paragraph (b)(iv) below in the case of contracts involving a commission split.

(F) Next determine the ratio of (D)/(E) expressed as a decimal – e.g., if (D) is $12X and (E) is $15X, the ratio expressed as a decimal is 12/15 = .800.

(G) Next subtract (C) from (F) – e.g., .800 less .667 = .133

(H) Next multiply (G) by .5 – e.g., .133 x .5 = .0665

(I) Next subtract (H) from (F) - e.g., .800 less .0665 = .7335

(J) Next multiply (I) by the aggregate accumulated value as of December 31, 2000 of all Eligible Annuity Contracts that are qualified replacement contracts – i.e., (I) x (E).

(K) The product of (I) x (E) is the adjusted deemed aggregate premiums paid on all Eligible Annuity Contracts that are qualified replacement contracts. Such adjusted aggregate premium amount shall be used to calculate the DAC buyout payment for this class of Eligible Annuity Contracts.

(iv) Notwithstanding Paragraphs (b)(i) through (b)(iii) above, in the case of an Eligible Annuity Contract that provides for a commission split, for purposes of this Section (b) the aggregate premium(s) paid for any such contract shall be deemed to be the percentage of the actual aggregate premium(s) described in Paragraphs (b)(i) through (b)(iii) above equal to

the percentage of the commissions payable on such premium(s) that was paid to the Agent.

(v) Notwithstanding Paragraphs (b)(i) through (b)(iv) above, in the event that the aggregate premiums paid for an Eligible Annuity Contract (computed in accordance with Paragraphs (b)(i), (ii), (iii) or (iv) above) exceed the Contract accumulated value determined as of December 31, 2000, then solely for purposes of calculating the DAC buyout payment for such Contract, the Contract's accumulated value determined as of such date shall be deemed to be the Contract's aggregate premiums paid. Provided, however, for purposes of performing the calculation described in this Paragraph (b)(v), in the case of an Eligible Annuity contract that provides for a commission split, both the aggregate premiums paid and the Contract accumulated value shall be deemed to be the percentage of such aggregate premiums and Contract accumulated value equal to the percentage of the commissions payable on such premiums that was paid to the Agent.

(vi) The DAC buyout payment is equal to the aggregate premiums paid for Eligible Annuity Contracts (determined in accordance with Paragraphs (b)(i) through (v) above) multiplied by the DAC Buyout Payment Percentage.

(vii) For purposes of this Section (b), the DAC Buyout Payment Percentage shall be based upon each Agent's Years of Service with AFLIAC and shall be determined from the following table:

Agent Years of Service*	DAC Buyout Payment Percentage
Less than 10 Years	4.50%
10-20 Years	4.25%
More than 20 Years	4.00%

*"Years of Service" mean full and complete years of service as an Agent of AFLIAC, computed as of December 31, 2000.

IV. TRAIL COMMISSION PAYMENTS.

Trail commissions shall be payable to an active Career Agent or Agent Emeritus for any calendar quarter for which the Agent has satisfied the Agent Trail Commission eligibility requirements. In order for an active Agent to be eligible to receive Trail Commissions for a calendar quarter, the Agent must have an AFLIAC Career Agent or Agent Emeritus Contract in force on the last day of the calendar quarter for which the Trail Commission is payable and must (i) have qualified for either AFLIAC's Leaders' or President's Educational Conference for production year 1999 or 2000 or (ii) have qualified for either of such Educational Conferences for at least two production years between 1994 and 1998.

By checking the applicable box on the Program Election Form, each eligible Agent shall elect whether Quarterly Trail Commissions are to be payable under Option A or Option B described below. Once made, an Agent's election shall be final and may not be changed.

<u>Option A:</u> Quarterly Trail Commissions payable to an active Agent electing Option A shall be based upon the Agent's Persistency Rate (described below) for the calendar year preceding the calendar year for which the Trail Commission is payable. Each quarterly Trail Commission shall be equal to a percentage (determined from the Table below) of the aggregate accumulated value of all Eligible Annuity Contracts in force on the last day of the calendar quarter for which the Trail Commission is payable. For eligible active Agents electing Option A, Trail Commissions shall be first payable for the last quarter of calendar year 2000 for those eligible Agents who elect to participate in the Program for such calendar year. In the case of an eligible active Agent electing Option A who (i) met the Plan Additional Trail Net First Year Commission ("FYC") Requirement* for the production year preceding the calendar year for which the Trail Commissions are payable, or (ii) for production year 2000 only, qualified for the President's Educational Conference for such production year by September 30, 2000, a higher trail percentage shall be payable if the Agent's assigned Eligible Annuity Contract book of business has Above Average or Average Persistency (as described below) for the calendar year preceding the calendar year for which the Trail Commissions are payable.

<u>Option B</u>: Each quarterly Trail Commission payable to an active Agent shall be equal to 0.1750% (1/4 x 0.70%) of the aggregate accumulated value of the Eligible Annuity Contracts in force on the last day of the calendar quarter for which the trail commission is payable.

Trail Commissions payable under Option B are not dependent upon an Agent's Persistency Rate (described below) or FYC production level.

For active Agents electing Option B, Trail Commissions shall first be payable for the last quarter of calendar year 2000 for those eligible Agents who elect to participate in the Program for such calendar year.

* For eligible active Agents electing Option A, the Plan Additional Trail Net FYC Requirement for each production year shall be determined as follows:

Production Year	**Year for Which Trail Payable**	**Net FYC Requirement**[133]
1999	2000	$200,000
2000	2001	$225,000
2001	2002	$225,000
2002 and thereafter	2003 and thereafter	See Below[134]

[133] An Agent electing Option A with Above Average or Average Persistency must meet the above minimum Net FYC Requirements to be eligible to receive the higher trail percentage (.75% on an annual basis for Average Persistency and 1.00% on an annual basis for Above Average Persistency). For purposes of this Agreement, FYC means net first year commissions received during a production year from sales of (i) AFLIAC life insurance policies or annuity contracts, (ii) mutual funds placed through AFLIAC's affiliated broker-dealer, Allmerica Investments, Inc. ("A.I.I.") and (iii) eligible insurance products of other life insurance companies that have entered into a selling agreement with either A.I.I. or another affiliate of AFLIAC. For purposes of this Agreement, Net FYC received for a production year means (i) the amount of first year commissions received on sales of eligible insurance, annuity and other financial products, less (ii) first year commissions charged back on said products.

In addition to the foregoing, in order to be eligible to receive the higher trail percentage (i) at least 25% of net FYC received during a production year must be attributable to sales of qualifiable AFLIAC life insurance policies and annuity contracts and (ii) at least $25,000 in net FYC received during a production year must be attributable to sales of qualifiable AFLIAC life insurance policies. <u>Provided</u>, <u>however</u>, that if an Agent fails to meet the $25,000 minimum life insurance Net FYC Requirement, the shortage can be made up through commissions received on sales of other eligible products equal to at least three times the shortfall. <u>For example</u>: During a production year, an Agent receives $20,000 in Net FYC attributable to sales of qualifiable AFLIAC life insurance policies. Thus, the Agent is $5,000 short of meeting the minimum life insurance commission requirement for the production year. Assuming the Net FYC Requirement for the production year is $225,000, if the Agent received $240,000 in Net FYC during the production year, with $20,000 attributable to sales of qualifiable AFLIAC life insurance policies, the Agent would meet the Plan Additional Trail Net FYC Requirement - $240,000 = $225,000 + [($25,000 - $20,000) x 3]. For purposes of the foregoing, "qualifiable AFLIAC life insurance policies and annuity contracts" means AFLIAC life insurance policies and annuity contracts that are distributed exclusively through AFLIAC's Career Agent distribution system, e.g., sales of AFLIAC life insurance policies or annuity contracts distributed primarily through the Kemper, Pioneer or Delaware broker-dealer distribution networks are not "qualifiable AFLIAC life insurance policies or annuity contracts".

[2] For production year 2002 and thereafter, the Net FYC Requirement for the preceding production year (but not the $25,000 minimum life insurance Net FYC Requirement) shall be increased by a cost of living adjustment ("COLA"). For purposes of this Agreement, the COLA for production year 2002 and for each succeeding production year shall be determined as follows:

The COLA for production year 2002 and for each succeeding production year is the percentage (if any), not less than zero, by which:

(i) the CPI for the preceding production (calendar) year, exceeds
(ii) the CPI for the second preceding production (calendar) year.

For purposes of this Agreement, the CPI for any calendar year is the average of the Consumer Price Index as of the close of the twelve-month period ending August 31 of such calendar year.

For purposes of this Agreement, the term "Consumer Price Index" means the last Consumer Price Index for all-urban consumers published by the Department of Labor. For purposes of the preceding sentence, the revision of the Consumer Price Index which is most consistent with the Consumer Price Index for calendar year 1986 shall be used.

Quarterly Trail Commission Percentage Table
(Applicable to Agents electing Option A)

Below Average Persistency ....0.1375% (1/4 x 0.55%)
Average Persistency ....0.1625% (1/4 x 0.65%)
Average Persistency – for Agents who meet the
Plan Additional Trail Net FYC Requirement ....0.1875% (1/4 x 0.75%)
Above Average Persistency....................................0.1875% (1/4 x 0.75%)
Above Average Persistency – for Agents who meet the
Plan Additional Trail Net FYC Requirement ....0.25% (1/4 x 1.00%)

For purposes of the above Table, (i) "Below Average Persistency" means that withdrawals from and surrenders (other than on account of death) of AFLIAC Annuity Contracts comprising an Agent's assigned Eligible Annuity Contract book of business during the calendar year preceding the calendar year for which a Trail Commission is payable are greater than 15% of the aggregate accumulated value of the Agent's assigned Eligible Annuity Contract book of annuity business determined as of December 31 of such preceding calendar year, (ii) "Average Persistency" means that such withdrawals and surrenders are greater than 10% but not more than 15% of such amount and (iii) "Above Average Persistency" means that such withdrawals and surrenders are not more than 10% of such amount. Provided, however, in calculating the Trail Commission Percentage for the last quarter of calendar year 2000 and for the first three quarters of calendar year 2001, it shall be assumed that each eligible Agent has Above Average Persistency, regardless of the Agent's actual persistency Rate.

Notwithstanding the foregoing, for purposes of calculating an Agent's persistency for a calendar year, surrenders of certain Eligible Annuity Contracts, described in (a) and (b) below, shall be excluded.

(a) Exclusion of Certain Replaced Contracts. In order for a surrender of a replaced Contract to be excluded, (i) the Agent must be listed as a writing agent on the Contract application, but not be the servicing agent for the Contract, (ii) the servicing agent must terminate as a career agent of AFLIAC and cause the Contract to be replaced within twelve months of the date of his or her termination from AFLIAC and (iii) the Agent must furnish AFLIAC written proof, satisfactory to AFLIAC, that the terminating servicing agent caused the replacement.

(b) Exclusion of Certain Contracts Surrendered in Connection with a Class Action Lawsuit. If an Eligible Annuity Contract is surrendered in connection with the settlement or other disposition of a class action lawsuit involving AFLIAC, such Contract shall be excluded in calculating an Agent's persistency for a calendar year if AFLIAC determines that the Agent acted properly in the sale and servicing of the surrendered Contract. The Agent understands and agrees that AFLIAC's determination as to whether the Agent's sales and servicing activities were proper shall be final and binding on all persons, including the Agent.

As provided in the Program Loan Promissory Note, AFLIAC shall calculate the unrepaid loan principal attributable to any excluded annuity contract surrenders described in (a) and (b) above and shall deduct any such calculated amount from the Agent's loan balance.

In addition to the above payments, if an active Agent receives a Trail Commission for a calendar quarter and thereafter voluntarily terminates, is terminated by AFLIAC other than for cause, dies, retires or becomes Totally Disabled, the Agent or his or her beneficiary shall be entitled to continue to receive Trail Commissions for succeeding calendar quarters, based on the Agent's assigned Eligible Annuity Contract book of business accumulated value determined as of the last day of the calendar quarter for which the Trail Commission is payable. In the case of an Agent who had elected Option B, such continuing quarterly Trail Commissions shall be equal to 0.1750% (1/4 x 0.70%) of the aggregate accumulated value of all Eligible Annuity Contracts in force on the last day of the calendar quarter for which the trail commission is payable. In the case of an Agent who had elected Option A, such continuing Trail Commissions shall be determined from the Table above, based upon the Agent's actual persistency rate for the calendar year preceding the calendar year for which the Trail Commission is payable. Provided, however, that the 1.00% (on an annual basis) Above Average Persistency Rate and .75% (on an annual basis) Average Persistency Rate shall be applicable to Trail Commissions payable on or after the date of termination of an Agent's Career Agent or Emeritus Agent Contract only if (i) the Agent's assigned Eligible Annuity Contract book of business has Above Average or Average Persistency for the calendar year preceding the calendar year for which the Trail Commission is payable and (ii) the Agent produces, through either the Agent or Select Distribution Channel, for the calendar year immediately preceding the calendar year for which the Trail Commission is payable, at a level at least equal to 75% of the then applicable Plan Additional Trail Net FYC Requirement. Notwithstanding the foregoing, no further Trail Commissions shall be paid following the date that AFLIAC terminates a Career Agent's Career Agent or Agent Emeritus Contract for cause.

For purposes of this Agreement "Total Disability" means the inability of an Agent, because of injury or sickness, to perform the duties of any occupation for which he or she is reasonably fitted by training, education or experience. During the first 24 months of total disability, an Agent will be considered to have met the foregoing requirement if he or she is unable to perform the duties of his or her regular occupation and is not performing the duties of any other occupation.

Notwithstanding the foregoing, in the case of an Eligible Annuity Contract that provides for a commission split, for purpose of this Part IV the contract accumulated value on which a Trail Commission shall be calculated shall be determined by multiplying the contract accumulated value on the last day of the calendar quarter for which the Trail Commission is payable by the contract commission percentage payable to the Agent.

Notwithstanding anything in this Agreement to the contrary, the parties understand and agree that no further Trail Commissions shall be payable on Eligible Annuity Contracts covered by this Agreement following the payment of Trail Commissions for the third quarter of calendar year 2020.

Notwithstanding the above, if at any time AFLIAC determines that the present value of an Agent's remaining Program Trail Commissions is less than $10,000, at AFLIAC's option AFLIAC may pay such present value to the Agent or to his or her beneficiaries. The Agent agrees that such one sum payment shall relieve AFLIAC of any further liability to the Agent or his or her beneficiaries under this Agreement. The Agent also understands and agrees that AFLIAC's calculation of the present value of Program Trail Commissions shall be final and binding on all persons, including the Agent.

Trail Commissions will be calculated and paid or applied within 90 days following the end of each calendar quarter for which a Trail Commission is payable.

The Agent understands and agrees that Trail Commissions shall be disbursed as follows:

(i) To the extent permitted under applicable law, Trail Commission payments shall first be applied by AFLIAC to pay any Program loan payments due and unpaid as of the last day of the calendar quarter for which the Trail Commission is payable.

(ii) Any Trail Commission balance remaining after any Program loan payments are paid shall be paid to the Agent or his or her beneficiary in cash or applied as an additional payment of the loan principal, in the case of an Agent who has elected the accelerated loan repayment option.

V. PROGRAM FINANCING PLAN.

In order to encourage eligible Agents to participate in the Program, AFLIAC is willing to loan the Agent 25%, 50%, 75% or 100% of the amount of the Agent's DAC buyout payment amount. The form of Promissory Note to be executed by the Agent is attached hereto as Exhibit A.

With respect to Program financing, AFLIAC and the Agent each understand and agree that participation in the Program Financing Plan is not required as a precondition for the Agent to participate in the Program. The Agent understands that the DAC buyout payment does not need to be financed, in whole or in part, through AFLIAC.

The Agent further understands and agrees that the Promissory Note shall provide:

(a) for a loan of ten years, with a level quarterly payment requirement and interest at 7% per annum on the unpaid balance;

(b) a loan repayment option (in whole but not in part) at any time;

(c) a voluntary accelerated loan repayment option;

(d) to the extent permitted under applicable law, for the application of Trail Commissions to pay outstanding loan payments, as described in Part IV hereof; and

(e) for a forgiveness of the unpaid loan principal attributable to any replaced Eligible Annuity Contract that is excluded in calculating an Agent's Persistency Rate (as provided in Part IV hereof). AFLIAC's calculation of any principal amount to be forgiven shall be final and binding on all persons, including the Agent.

VI. PROGRAM TAX RESULTS TO AGENT.

A summary of AFLIAC's understanding of the federal and state tax results to Agents who choose to participate in the Program is set forth in a Tax Memorandum attached hereto as Exhibit B.

The Agent understands and agrees that AFLIAC is providing no guaranty to its Agents that the tax results described in the attached Tax Memorandum shall be achieved – tax laws may change while the Program remains in effect and the IRS may not agree with AFLIAC's tax analysis. AFLIAC strongly urges its Agents to discuss the Program with their tax advisors before deciding whether to participate.

VII. TERMINATION, AMENDMENT, SUBSEQUENT YEARS.

This Agreement shall automatically terminate following payment of Trail Commissions for the third quarter of calendar year 2020. No further Trail Commissions shall be payable on Eligible Annuity Contracts covered by this Agreement after the date this Agreement terminates.

AFLIAC reserves the right to terminate or amend the Program at any time. Provided, however, that any such amendment or termination shall not affect any In-Force Annuity Trail Commission Agreement in effect on the date of the amendment or termination.

While the Program remains in effect a new Agreement, reflecting newly Eligible Annuity Contracts and the terms and conditions of the Program then in effect, will be offered to then eligible Agents.

IN WITNESS WHEREOF, by his or her signature below, the Agent requests to become a participant in the Program and agrees to abide by the terms and conditions of the Program, as set forth in this Agreement. By its execution of this Agreement, AFLIAC agrees to allow the Agent to become a participant in the Program and to offer the Program to the Agent under the terms and conditions set forth in this Agreement.

Allmerica Financial Life
Insurance and Annuity Company

By: James E. Bellner Agent: Stephen H. Wedel

Name: James E. Bellner Name: STEPHEN H WEDEL CFP CFS
Title: Vice President

Date: 3/23/01 Date: 2-5-01